

A
LETTER
TO
SIR ASTLEY COOPER, BART., F.R.S.,
SURGEON TO THE KING, &c. &c.,
ON CERTAIN PROCEEDINGS CONNECTED WITH
THE ESTABLISHMENT
OF
AN ANATOMICAL AND SURGICAL SCHOOL,
AT
Guy's Hospital.

By J. H. GREEN, F. R. S.,

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ANATOMY AND SURGERY TO THE ROYAL COLLEGE OF SURGEONS;
SURGEON TO ST. THOMAS'S HOSPITAL; AND LECTURER ON
ANATOMY AND SURGERY AT THAT HOSPITAL.

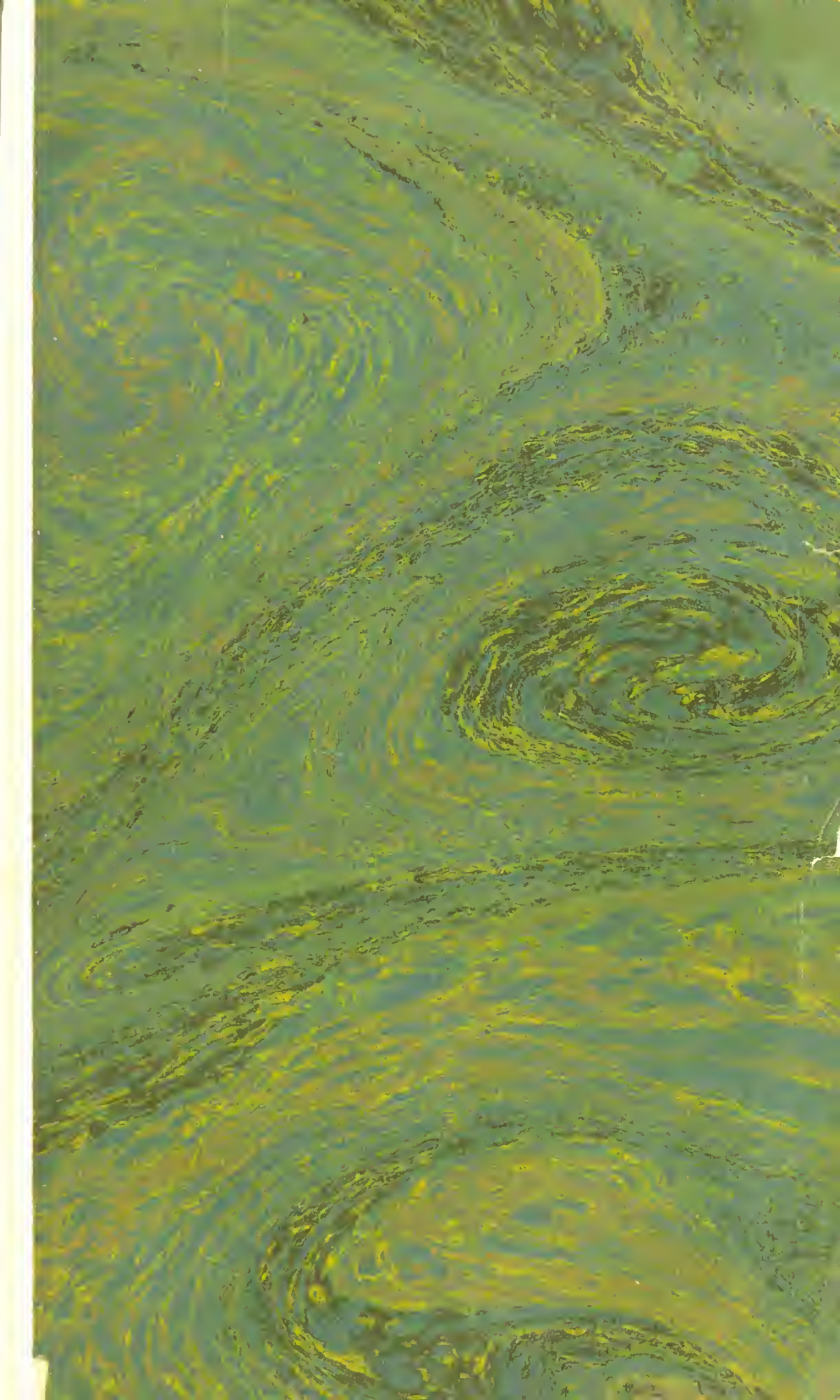


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“As a public answer will immediately appear to your Memorial, and to all the points in discussion between you and my Nephews, I shall decline any further private correspondence upon the subject.”—*Sir Astley Cooper's Letter.*



T.B.J. for A.F.H.

December, 1930.

A

L E T T E R,

&c.

SIR,

YOU have declined any "private correspondence," and for your answer respecting all the points in discussion between your Nephews and myself referred me to a paper about to appear, and which since then has appeared, in **THE LANCET**; and thus, Sir! you have given your direct sanction both to that paper, and to the choice of the **Lancet** as its vehicle. Yet the circumstances on which you refuse to give me information, having reference to a transaction between you and myself, of which we alone can be adequately informed, it would be idle to prolong a discussion with those who, since this sanction of their published paper, can no longer be deemed responsible for its contents.

There can be, indeed, but one real question at issue between us: Whether you or I have a right to the disposal of half the **Museum of St. Thomas's Hospital**. This question, which involves simply the meaning and interpretation of certain articles of agreement, admitted but of two modes of satisfactory adjustment: by amicable arrangement, or by

an appeal to the law. The former you rejected; the latter has been abandoned. With what taste or discretion an appeal to the public has been substituted, a tribunal incompetent both to the attainment and investigation of the necessary evidence, it is not difficult to determine. The motive, however, is sufficiently clear. It is no longer doubtful that this course has been adopted for the purpose of introducing topics, wholly foreign to the question, by which my motives were to be impugned and my reputation affected. You have, therefore, compelled me in my own defence, by a simple statement of facts and truths, to give that tribunal which you have chosen for me, the means of deciding on the purity of those motives and the integrity of my character.

Aware that the character of the profession itself is never wholly unaffected by the mutual imputations which a dispute of this nature is sure to involve, no one can regret more than myself the necessity of drawing the attention of the public to the present controversy. The contest, however, has been begun. My conduct, my motives, my principles, have been publicly arraigned, and I set too high a value on my character, to allow that it should be put at hazard by any backwardness on my part to repel the charge. And if, Sir, the duty of self-defence should impose on me the necessity of recrimination, remember that you had not left it at my option to avoid it.

In this necessary defence of myself I might, with every advantage to my cause, have interwoven a vindication of the character of my Uncle. But the name of Mr. Cline ought not to be heard where slander moves a tongue. It were worse than superfluous: and I do not envy your feelings when you reflect on your own deliberate attempt to injure, in the esteem of others, the man who, according to your own wish, has long continued "to enjoy
 " an exalted professional reputation, acquired solely
 " by merit, and unsullied by a single unworthy
 " act." *

Permit me first, Sir, to recal to your attention the circumstances under which this contest originated.

On the 26th of January, 1825, you gave in your resignation of the office of Lecturer on Anatomy at St. Thomas's Hospital. The Treasurer of that Hospital gave the appointment to Mr. South, instead of complying with your request and mine in favour of your nephew, Mr. Bransby Cooper. It was subsequently determined that Mr. B. Cooper should have the appointment of Lecturer in an

* See Sir A. Cooper's Dedication to the First Part of his Work on Hernia.

Anatomical School, designed to be established at Guy's Hospital. But, as a part of the intended arrangement, it was necessary that the new school should be provided with a Museum, and with this view you addressed to me a letter, dated 21st March, 1825, in which you say: "It is my intention to take my half of the Museum." On my objecting to this that I was "quite at a loss to understand your claim to a removal of any part of the preparations," you stated to me, in reply, "I have now given my property in the Museum to the President and Governor of Guy's Hospital, and to their proper officer I must now refer you, in order that the same may be carried into effect."* I then commenced a correspondence with Mr. Freshfield, on the part of Guy's Hospital, and to my last letter, dated September 9th, 1825, received no answer.

The correspondence having thus terminated, a printed Memorial, signed by Mr. Key and Mr. B. Cooper, was circulated among the Members of the Committee of St. Thomas's Hospital.

This Memorial had for its ostensible purpose the procuring the interference of the Committee, on the ground that I refused to fulfil an alleged agreement, which was made the condition of your resignation, that your share of the Museum should become the property of your Nephews. Mr. Key

* See Appendix B.

and Mr. B. Cooper endeavoured to support and give a colour to their claim by allegations, groundless from the omission and inaccurate statement of facts, and foreign to the question submitted to the decision of the Committee; but the exposure of which was imposed on me from their undoubted tendency to injure my character. They accused me, 1st, of *the fraudulent appropriation* of half the Museum (ambiguously described as your addition to the original stock of preparations, and again, as your private collection, intended solely for the illustration of your surgical lectures) by refusing to fulfil an express agreement, and by availing myself of the exclusion of Mr. B. Cooper, as the pretext. 2dly, Of *ungrateful conduct* towards yourself, to whose liberality and unrequited generosity I was solely indebted for the half of the Museum which I then held, and for my appointment of Lecturer on Anatomy and Surgery, with the benefits arising therefrom. 3dly, Of *dishonest intrigue*, by entrapping you into an unprepared and sudden resignation, and then, in the face of my professions to Mr. B. Cooper, secretly supporting his rival; and, by depriving Mr. Key of the means of illustrating his lectures.

In confutation of the allegations of the Memorial of Mr. Key and Mr. B. Cooper, it became necessary for me to give the Committee of St. Thomas's Hospital the means of detecting the misrepresentations upon which they were founded: and I immediately furnished the Committee with

a Reply to the Memorial, in which I shewed that, 1st, The half of the Museum in question did not consist of additions, which you had made; that you could not form a *private* collection; that the object of the collection was to illustrate not only the Lectures on Surgery, but those on Anatomy likewise; and that I had not refused to fulfil any alleged contract, expressed or implied. 2dly, That I became possessed of my joint interest in the Museum by paying you 1,000*l.*, and that I was appointed Lecturer at St. Thomas's Hospital, not solely by your gift or consent, but by the election of the Committee of St. Thomas's Hospital, and as the result of unpaid and long-continued exertions, greatly aided, no doubt, by the influence of my Uncle's name and services, to which you owed your own connexion with the school. 3dly, That I had not advised you to resign *at once*, but had recommended the precautionary measure of entrusting your letter of resignation to Mr. Harrison, the Treasurer of Guy's Hospital, obviously for the purpose of preventing the disappointment of your wishes: that, pending the contest respecting the appointment, so far from supporting Mr. South, I recommended Mr. B. Cooper, verbally and in writing; and that, on the refusal of the Treasurer to appoint Mr. B. Cooper, I offered to forego one-third of the profits which I had hitherto received, in order that he might be admitted to an equal share with myself; and lastly, that I did not cause the resignation of Mr. Key, he having never been denied the use of the Museum, as alleged.

Finally, in my reply, I stated the three grounds upon which alone a claim to a moiety of the Museum could be supported. I denied the existence of an *alleged contract*: I explained my reasons for refusing as a *favour* what had never been asked as one: and I expressed my readiness to submit the claims to a *legal decision*.*

The Committee of St. Thomas's Hospital, having thus heard both parties, had the means of forming an opinion on the merits of the question submitted to them by Mr. Key and Mr. B. Cooper. They were not, however, induced to express any opinion favourable to their request.

Thus the matter rested till the Memorial of Mr. Key and Mr. B. Cooper appeared, in a hitherto unexplained manner, in a weekly publication called the *Lancet*, on Saturday, Oct. 15th, 1825; and after the lapse of three weeks, viz. on Nov. 5th, my reply to that Memorial was published in the same paper, accompanied by a letter requesting its insertion, signed "J. H. G., Lincoln's Inn Fields." I immediately informed the editor of the *Lancet* "that
 "the letter was not written by me, nor the paper,
 "which accompanied it, sent by me; and that I
 "was wholly ignorant by whom the former was
 "written or the latter sent."† Mr. Key and Mr.

* See Appendix A.

† See Appendix C.

B. Cooper then, however, *authorized* the editor of the *Lancet* to state that they would forward a *Refutation* of my *Reply* for insertion in the ensuing number; and, accordingly, the “*Refutation*,” or Rejoinder to my *Reply*, did make its appearance, on Nov. 19, in the *Lancet*.

That it has appeared in the *Lancet*, and that Mr. Key and Mr. B. Cooper may find that paper a fit vehicle of their pretensions, has least of all surprised me. That paper raised itself from its obscurity, and procured a currency for its malevolence, by the publication, sanctioned by yourself, of your surgical lectures;* and you alone of the surgeons of St. Thomas’s and Guy’s Hospitals refused to join in the reprobation of the editor, and his exclusion from the Borough Hospitals, for a false statement, which raised you and Mr. Key at the expense of your colleagues, and to the formal disapprobation of which by the surgeons of St. Thomas’s Hospital we have to attribute the bitter enmity uniformly expressed in the *Lancet* toward my colleagues and myself.†

Having thus far traced the main facts connected with the question at issue between us, I may now proceed at once to the examination of the “Rejoinder,” and to the exposure of its pretended refutation of my *Reply*, both to support and esta-

* See Appendix D.

† See Appendix E.

blish my former conclusions and assertions, and to prove the weakness of the fresh ground of attack now first taken up. To this end, for the greater facility of reference and comparison, it will be most convenient to follow the same numerical reference with the Reply and the Rejoinder, and in this order to quote each of my own statements, annexing to each the requisite comment on the attempted "Refutation."

Statement I. "This partnership with Mr. Cline gave to Sir Astley Cooper a character from which his fame and fortune originated."

I fully concur with the Rejoinder, that it would be wrong to attribute nothing to your talents and industry, by which you raised "the largest surgical class in London;" but with every disposition to acknowledge your professional merits, I yet see no reason to amend the unrefuted statement, that your partnership with Mr. Cline gave you a character, from which your fame and fortune *originated*.

Statement II. "The true statement is, that Sir Astley Cooper, and not Mr. Cline, received from me 1,000*l.* for the moiety of the Museum. 'Mr. Cline, Sen. did indeed receive 1,000*l.* from Sir Astley Cooper at the same time; but it was as the executor of Mr. Cline, Jun. according to articles of agreement.'"

For the accuracy of this statement I have your

Nephews' own testimony ; and in proof of this I give their own words, as found in their Rejoinder:—" At the death of Mr. Henry Cline, Sir Astley Cooper became possessor of the whole Museum, and, had he been so disposed, might have entirely excluded Mr. Cline's family or connexions from any participation in the benefits of the Museum." Yes, Sir! you became possessor of the whole Museum by paying 1,000*l.* to Mr. Cline, Sen. as the executor of Mr. Cline, Jun. according to articles of agreement, and for which you have Mr. Cline Senior's receipt. It is admitted, that you had the full and unqualified disposal of the Museum, and it is not denied that I became the possessor of a moiety of the same by the payment of 1,000*l.* The question is, to whom the money was paid ; and if the quoted statement be correct, that the Museum was wholly your own, it is equally certain, that I could not have become the possessor of a moiety, unless by the payment of 1,000*l.* to you, which being paid, you gave me an acknowledgment to that effect. Thus, " these receipts *imply* that Mr. Green paid to Sir A. Cooper 1,000*l.* ; and that Sir A. Cooper paid the same sum to Mr. Cline." But it is added, " admitting that the money was paid according to the *import* of the receipts, Sir A. Cooper was only the medium of transferring the money from Mr. Green to Mr. Cline."

Thus then the true and *unrefuted* statement is, " that Sir Astley Cooper, and not Mr. Cline, re-

“ceived 1,000*l.* from me for the moiety of the Museum. Mr. Cline, Sen. did indeed receive 1,000*l.* from Sir Astley Cooper at the same time; but it was as the executor of Mr. Cline, Jun. according to articles of agreement.”

If in so plain a case any obscurity can exist, it must be owing to the accidental and unessential circumstance of my relationship to Mr. Cline. Instead of my Uncle, let the person who had the claim, as executor, have been a stranger to me—In what respect could it concern me, whether you discharged this obligation with the sum received from me, or with money previously in your possession? How could this affect the simple fact, that I have paid, and you received, a 1,000*l.* for the moiety of the Museum? Or that on my payment of the second 1,000*l.* due to you in consequence of your resignation, you will have received 2,000*l.* from me? Should you reply, that you had likewise paid a similar sum, who has denied it?—Assuredly no, such denial is expressed or implied in my statement.

There is, however, I acknowledge, a slight inaccuracy in my “Reply.” The words, “at the same time,” should be exchanged for, “on the same occasion.” For the fact is, that your payment of the sum due from you to Mr. H. Cline’s executor, was posterior, by above twelve months, to your receipt of the 1,000*l.* from me; and in proof of which the receipts themselves are annexed.

“ Received, 3d August, 1820, of Mr. Joseph Henry
 “ Green, one thousand pounds, in full consideration for one
 “ half of the collection of Anatomical Preparations, and
 “ Preparations of Morbid Parts, contained in the Museum
 “ of St. Thomas’s Hospital, together with the Drawings and
 “ Apparatus used for the teaching of Anatomy in the same
 “ Hospital.

(Signed) “ ASTLEY COOPER.”

“ Received, 25th January, 1822, of Sir Astley Cooper,
 “ Bart., one thousand pounds, in full consideration for the
 “ moiety of the collection of Anatomical Preparations in
 “ St. Thomas’s Hospital, the property of the late Henry
 “ Cline, Jun., according to articles of agreement respecting
 “ the same, dated 17th Nov. 1811.

“ Signed, HENRY CLINE,
 “ Executor.

“ I admit the above to be a correct copy of the Receipt,
 “ ASTLEY COOPER.

“ 2d December, 1825.”

Statement III. “ He (Sir Astley Cooper,) accord-
 “ ing to an article of the agreement between Mr.
 “ Henry Cline and himself, could not form a *private*
 “ collection.”

This the Rejoinder admits, while it makes Sir
 Astley Cooper’s “ strict compliance with the terms
 “ of this agreement” the ground of a reproach. Suf-
 ficient that my statement, that Sir Astley Cooper
 “ could not form a *private* collection,” remains unre-
 futed. And as “ it is true that Sir Astley Cooper’s
 “ preparations had been incorporated with the ori-
 “ ginal collection, when I became a partner,” and as

it is uncontradicted "that Sir Astley Cooper put me
 " into possession of a moiety of the whole *without*
 " *reserve*," it is equally clear, that the latter part of my
 statement is correct, and that becoming the partner
 of Sir Astley Cooper, on the same terms as Mr. Henry
 Cline, I was neither furnished with, nor availed my-
 self of, any pretext for depriving your nephews of
 the fruits of your labours. Nay, although on your
 resignation I " became possessor of the whole Mu-
 " seum, and, had" I " been so disposed, might have
 " entirely excluded" your " family or connexions
 " from any participation in the benefits of the Mu-
 " seum," yet had one or both of your nephews
 lectured at St. Thomas's Hospital, I should have
 given the best proof of my " liberal conduct," by
 allowing you to transfer your interest to them.

Statement IV. " I am willing to admit that Sir
 " Astley Cooper has augmented the collection of
 " preparations. But the Memorialists ought like-
 " wise to have stated, that numerous other additions
 " had been made, especially by Mr. Henry Cline;
 " and that the original collection had been lessened
 " and deteriorated, principally by the use that Sir
 " Astley Cooper made of the preparations during
 " the thirty-three years that he was a teacher."

In the Rejoinder it is stated, that " the collection
 " of preparations, which he (Sir Astley Cooper) had
 " made at his own house, in number and intrinsic
 " value, exceeded the whole of the original collec-
 " tion, for the half of which he had paid Mr. Cline.

“ 1,000*l.* These he incorporated with the original Museum, without receiving any equivalent.” Further, “ Mr. Green laments the deterioration of the preparations, as if Mr. Cline and his son, who lectured in succession for a period of forty-five years, had not also diminished their value.”

Now, although my corrections of the statement in the Memorial are admitted, and it would be evidently idle to enter into any discussion on the hazarded assertion respecting the intrinsic value of the preparations, yet not denying, as above stated, that you have augmented the collection of preparations, it may be proper, once for all, to state that the original collection, for the moiety of which you paid 1,000*l.*, according to a catalogue in your own hand-writing, consisted of 1,747 preparations, and that your additions to this collection are in number 815. If any observation were necessary in regard to expense, it is plain that their intrinsic value, whatever it may be, is not derived from the cost of spirits of wine and glass; and with regard to the intrinsic value, compared with that of the original collection, it might be shewn that the additions consist, in many instances, of unnecessary duplicates, and that some of the most valuable illustrations of your work on Hernia were from preparations made by Mr. Cline's own hand. Nor should it pass altogether unnoticed, that the opportunities of making your collection were mainly derived from your situation, as Lecturer at St. Thomas's Hospital. With respect to an equivalent for

the expense of your additions, I do not recollect that the question was ever raised: but it is most certain that you have derived greater advantages from the Museum than either Mr. Cline or his son, as it was an indispensable requisite for raising and maintaining "the largest surgical class in London," in the benefits of which they did not participate.

Statement V. "The preparations having been used indiscriminately to illustrate the lectures on Anatomy, as well as on Surgery.

This again is admitted to be correct, and therefore the assertion of the Memorialists, that "the object of this collection was to illustrate his lectures on Surgery, is equally unsupported with the asserted existence of a *private* collection."

Statement VI. "Without any specific gratuity, but not without an equivalent," he resigned to Mr. Green and Mr. Key the largest surgical class.

It appears to Mr. Key and to Mr. B. Cooper, that I rest my claim to the surgical lectures of Sir Astley Cooper on my own merits, and my gratuitous labours for the school. I have said nothing of my own *merits*, and it is not, and cannot be, denied, that long continued and unpaid *services* constitute the best claim to a participation in the benefits arising from those services. It is indeed added, "as if he alone, of all the Demonstrators, had been unrequited for his services." *You* well know, Sir,

that I was the first Demonstrator whose services had been unrequited, and that whilst holding the same appointment, you received from my Uncle a large share of the profits derived from the dissecting class ; and you will recollect, perhaps, that the reason you assigned for withholding any pecuniary compensation, in my instance, was the expectancy of succeeding to the lectures. It is also stated that the reason of my being called upon to give so large a share of the anatomical lectures, was the indisposition and consequent absence of Mr. H. Cline : but the statement in my Reply is, that “ I had given a large portion of *Sir Astley Cooper’s* share of the anatomical lectures without remuneration.” If this mistatement was for the purpose of introducing the insinuation against the late Mr. H. Cline, that “ if Mr. Green received no remuneration for this service, the omission rests with Mr. Cline, and not with Sir. A. Cooper,”—I shall not condescend to any other explanation than that of a simple denial.

Statement VII. “ I had presumed, on the contrary, that I had succeeded Mr. Henry Cline by the election of the Committee of St. Thomas’s Hospital, and I certainly should have been surprised if Sir Astley Cooper had opposed Mr. Cline’s nephew. But it so happened at that juncture, that there was no other person who could have been a candidate ; and I apprehend, from the large share of the course which I had given before my election, that Sir Astley Cooper’s en-

“ gagements would not have permitted him to undertake the whole.”

In the pretended refutation it is asserted, that “ with perfect consistency Mr. Green disavows all sense of obligation to Sir Astley Cooper.” I disavow no obligation ; a sense of obligation for willingness to confer a favour is perfectly compatible with a statement that the circumstances did not exist under which the favour could have been actually conferred ; and I indeed presumed that you would have given me your support, though the circumstances had not been such as to preclude the truth of the statement, that you “ gave half of the anatomical lectures to Mr. Green.” No denial or refutation of my statement is attempted, unless the question “ Where was Mr. Key ?” implies that *he* might have been a candidate for the anatomical lectures. But this question can scarcely need a reply, since Mr. Key seems incapable of furnishing an answer to it himself, and since the known fact, that he had at that time had no share in Teaching, and had not even completed the term of his apprenticeship, might indeed warrant the presumption, that he was very properly employed in learning Anatomy, but could supply neither plea nor ground of encouragement for his coming forward as a Competitor against a Surgeon of the Hospital, who had long been a Teacher in its School of Anatomy.

Statement VIII. “ Having had the opportunity of hearing Sir Astley Cooper illustrate his lec-

tures by means of these preparations (with which I am stated to be ‘ for the most part unacquainted’) I must, of course, be possessed of all the information which *he* thought it necessary to communicate for that purpose. But it is true, that with the history and explanation of many specimens, I am at present unacquainted; but I cannot doubt that Sir Astley Cooper’s sense of justice will induce him to supply an omission long complained of, and that he will not consider his engagements fulfilled, by delivering to me, in consideration of the sum of 2,000*l.*, only the bottles and their contents, without the explanation which gives them value.”

In the “ refutation,” no part of this statement is refuted, or even denied; and if your “ sense of justice” is not to be evinced until you have received your “ *private* collection,” I apprehend that your sense of justice will require some better proof than that of furnishing me with the explanation, after having deprived me of the objects to be explained.

Statement IX. “ I did not recommend Mr. Bransby Cooper to advise Sir Astley Cooper to send in his resignation at once. But I advised him, if he brought Sir Astley Cooper’s resignation, on no account to send it in to the Committee, but to place it in the hands of Mr. Harrison, of Guy’s Hospital.”

In his rejoinder to this statement, Mr. Bransby

Cooper is singularly fortunate in his recollection of the precise words used in a conversation with you in January last ; but, unfortunately, they do not mean all that is intended to be implied by the statement in the Memorial: to wit, that it was the recommendation of Mr. Green “ to advise him (Sir Astley “ Cooper) *at once* to send in his resignation.” For although the intimation, that a Committee was about to be held, might imply that it was then the time for making known your purpose of resigning, should the Committee approve of Mr. B. Cooper as your successor, yet it does not imply that I recommended the mode which Mr. B. Cooper adopted (most unadvisedly indeed) of *sending in* the resignation *at once*. On the contrary, it was wholly in opposition to the now admitted fact, that “ I advised “ him at the same time on no account to send it “ (the letter of resignation) in to the Committee, “ but to place it in the hands of Mr. Harrison, of “ Guy’s Hospital.” Had that advice been followed, the exclusion of Mr. B. Cooper might have been prevented, and all pretence for the charge of my support of Mr. South precluded.

Statement X. “ It is most certain, that I never “ received any letter or writing from Sir Astley “ Cooper, importing ‘ that he would not resign, “ but upon condition that his share of the Museum “ should become the property of his nephews.’ ”

In answer to this, Mr. Key and Mr. B. Cooper say, “ This direct denial of a letter from Sir Astley

“ requires that we should establish three points. “ 1st. That such a letter was written by Sir A. “ Cooper. 2dly. That the letter was delivered into “ Mr. Green’s hands. 3dly. That its contents were “ acceded to by Mr. Green.” So far the Rejoiners : and so far I perfectly agree with them. But I apprehend that there ought to be superadded the proof, 4thly. That if a letter was written, it contained the conditions to which so much importance is attached. 5thly. That the conditions were applicable to the circumstance of the removal of the Museum to Guy’s Hospital. 6thly. That it was delivered *before* Sir Astley Cooper’s resignation.

The first question then is,—Whether a letter was written by Sir Astley Cooper, importing that he would not resign, but upon condition that his share of the Museum should become the property of his nephews, and thereby an unqualified right conceded of removing that share from St. Thomas’s Hospital.

“ In corroboration of this first point, we have, “ (say the Rejoiners) Sir Astley’s own positive testimony.” Now, Sir, in a letter addressed by me to you, Nov. 6, I requested an answer to the following question : “ Did you write me a letter, saying you would not resign, but upon condition “ that your share of the Museum should become “ the property of your nephews?” Your reply was : “ I beg to refer you to Mr. Bransby Cooper, “ who informed me that he delivered to you the

“ letter which I wrote, wherein I endeavoured to
 “ express my wish, that in the event of my resig-
 “ nation, my share of the Museum should become
 “ the property of Mr. Bransby Cooper, to which
 “ he informed me you acceded and considered as
 “ proper.” Not satisfied with this vague and
 circuitous answer, I repeated the question in the
 following terms. “ It was my wish to have as-
 “ certained, not whether you wrote a letter, *where-*
 “ *in you endeavoured to express a wish in the event*
 “ *of your resignation*, but whether you wrote a
 “ letter to me, saying that you would not resign
 “ but upon condition that your share of the Mu-
 “ seum should become the property of your ne-
 “ phews?” You answered,—“ The purport of my
 “ letter to you was, that I would resign the lec-
 “ tures, if Mr. Key and Mr. Bransby Cooper had
 “ my share of the Museum. You having acceded,
 “ through Mr. Bransby Cooper, to my wishes, my
 “ resignation was forwarded; but if this object
 “ had not been obtained, I would not have resign-
 “ ed.” Still desirous of obtaining more definite
 information on this alleged fact, I wrote again:—
 “ Perhaps you would have the kindness to furnish
 “ me with the date of that letter, and to inform me
 “ whether the letter was sealed, whether you have
 “ retained a copy of so important a document, and
 “ whether my answer, upon which so much stress
 “ has been laid, was in writing?” But this attempt,
 likewise, to bring you to the point, was without
 success, and all further investigation was put an
 end to by your reply,—“ As a public answer will

“ immediately appear to your memorial, and to
 “ all the points in discussion between you and my
 “ nephews, I shall decline any further private cor-
 “ respondence upon the subject.”*

Such is *your* “ positive testimony” to the fact of a letter having been written, and to the contents of the same. I, of course, expected in the public answer, if not an overwhelming mass of evidence, yet all the evidence of which the subject was susceptible; and I confess that I was not a little surprised, when, in addition to your “ own positive “ testimony,” contained in two letters of a very recent date, I found only the unimportant attestation of Mr. Morgan, in a communication to myself: “ a letter from Sir A. Cooper, relative to the “ Museum, I did see.” I call this unimportant, because it proves nothing with regard to the contents of the letter, its date, or its delivery; nor does Mr. Morgan even state *when* the letter was shewn to him, or *to whom* it was addressed.†

A copy of the letter, or the original document (for it is not asserted that I retained it), would have furnished much better evidence with regard to its importance. The date of the writing would have removed all doubt respecting the assertion that it was delivered before the letter containing the resignation was sent to the Committee; and the contents would at once have decided the point, whether the condition of your resignation therein

* See Appendix F.

† See Appendix G.

expressed was, that your share of the Museum should become the property of your nephews, with the concession of an unqualified right of disposal, and of depriving myself of its use and benefit.

If the letter failed in the proof of this condition, in all bearings, it could be of no more value than waste paper. That it must have failed in this proof is most certain ; for at the time of your resignation, when its delivery has been asserted, no motive, it is to be presumed, could have existed on your part ; assuredly no motive could have been avowed, that must not have secured an unqualified rejection on mine, of such a condition as that of an unqualified right of disposal. And, on the supposition that they were to lecture at St. Thomas's Hospital, it would have been unnecessary, as I had already given my consent to the introduction of your nephews to the lectures, and to their acquiring a joint interest in the Museum in that capacity. The only object which could at that time be in contemplation must have been the securing to your nephews your share of the Museum, under the supposition that they were to lecture at St. Thomas's, and certainly under no other supposition could I be supposed to have assented to their acquiring a property in the Museum. It is, in short, little less than impossible that such a condition, the condition I mean of an *unqualified* right of disposal, should have been contained in the letter, and yet it must have been contained, or the proof loses its whole force and even pertinence.

If, then, as appears to be the case, the letter itself could not but have furnished a complete confutation of the convenient inferences that have been drawn from it, must it not diminish our surprise that neither the original, nor a copy of the asserted original, have been produced ?

But it is evident, Sir, that no importance could have been attached to this supposed document, even by yourself; for it appears that no acknowledgment of its contents in writing was given or required; that no mention is made of this letter till the 15th August, your resignation having taken place on the 26th January, while, in the mean time, without mentioning any promise on my part, or condition exacted by you, you gave your interest in the Museum to Guy's Hospital; and of a document that must have decided the question respecting the Museum, no use is made until the other means for obtaining possession of it had failed.

I might now proceed to the examination of the other five points, which it would be requisite for the Rejoiners to establish; but, until the discrepancies respecting this useless, unused, but *important* and *indispensable* document shall have been reconciled, it will be of little moment that Mr. Bransby Cooper should supply the omissions of the time, place, and circumstances of the delivery of the letter; and until then, he may reserve, when the circumstances are less equivocal, his "unequivocal assurance, as a man of honour and as a gentleman."

Statement XI.—In my reply to the eleventh quotation from the Memorial, I furnished a short statement of the means which I adopted to procure the appointment of Mr. B. Cooper, of the frustration of those means by his conduct, and the consequent termination of our friendship. The leading facts are: that on your resignation, I recommended Mr. Bransby Cooper to the Treasurer; that when the Treasurer had irrevocably appointed another gentleman, I offered to forego one-third of the profits I had hitherto received, in order that Mr. Bransby Cooper might be admitted to an equal share with myself; and that Mr. Bransby Cooper abruptly, and contrary to my wishes, refused to continue his duties as a teacher; and that he invited the pupils to become a party in the question, to the injurious interruption of their studies, and to the disturbance of the school, at the head of which I was then placed.

On a careful perusal of your nephews' observations on the above circumstances, as by me stated, I cannot discover that any one essential fact is even contradicted. But they state that they have the "strongest reason" for doubting that I took *every* step which I "honourably" could, to insure Mr. B. Cooper's election. I presume that their "strongest reason" is, that I did not take certain steps which they point out as "honourably" available, for insuring their wishes and objects.

The first step is thus stated, "Had Mr. Green been inclined to forward Mr. B. Cooper's appoint-

“ment, and explained to the Committee the nature of his engagements with Sir A. Cooper, the Committee would never have required him to accede to an arrangement incompatible with his honour.” The framers of the rejoinder have forgotten to explain how any explanation on my part was possible? The Committee never gave me an opportunity of explaining or of saying a single word on the subject. The Committee of Wednesday, the 26th of January, which accepted your resignation, left the appointment of your successor to the Treasurer. The Treasurer immediately gave the appointment to Mr. South, and shortly afterwards announced the same to Mr. Bransby Cooper himself, when he presented a letter from me, strongly recommending him to the Treasurer’s choice. The Committee did not again meet till Wednesday, March 2nd, when all prospect and desire of accommodation had been given up, even by yourselves, and the Committee itself left the Treasurer’s appointment undisturbed.

The second step is thus introduced: “He would, had he acted in accordance with his professions and engagements, have refused to lecture with a person so appointed.”

I ask what “professions and engagements?” What was the “nature” of my engagements?—The only engagement that I could have made, was that I would receive Mr. B. Cooper as my colleague. I could not have promised what it was

notoriously not in my power to perform, that I would procure for him, or “insure” to him the appointment, and accordingly it is admitted by themselves, “that over the Treasurer and Committee, “who had the gift of the lectureship, I had no “control.” And if, when informed of your intention to resign, foreseeing that my interference might furnish a pretext for misrepresentation, I had declined any further interference with the appointment, than by simply recommending Mr. B. Cooper, I should have violated no engagement, nor have acted contrary to any professions.

But I did not narrow my assistance within the strict bounds of the only promise I had given. I offered and gave my active services to procure for Mr. B. Cooper the desired appointment; and if it be asserted that I should “have refused to lecture “with a person so appointed,” though I by no means admit the obligation, yet I reply, that I actually did refuse to lecture with Mr. South. Not certainly on the ground of his incompetency, as this was not a step that could have been “honourably” taken, and because it would have conveyed a charge against that gentleman which I believed unwarranted, and which under any circumstances, it was not incumbent on me to establish. But I refused it, from the foresight of the evils arising from cabals and dissensions in the school, as a measure dictated by prudence, and not without some hope that the same motives might influence the determination of the proper authorities of St. Tho-

mas's Hospital. And I continued my refusal, and lectured alone, day after day, harassed by the importunities of the Treasurer of the Hospital, the meetings of the pupils, and the disturbance of the business of the school, till Mr. B. Cooper's conduct, and the confirmation of Mr. South's appointment by the Committee, left me no further choice.

But still the Memorialists are not satisfied, and would have required "Mr. Green's complying with the following clause in the original agreement, a document which he professes to recognise. *If either, or both the contracting parties be deprived of the opportunity of lecturing at St. Thomas's, the Museum shall be moved to some convenient place, where the lectures can be given conjointly.*" It may be proper to observe, that this clause was not in the *original* agreement between Mr. Cline and yourself; but was introduced into the agreement between Mr. Henry Cline and yourself, to meet a possible emergency, that being "for more than ten years possessed of a moiety of the Museum," before you were appointed by the Committee, you might not be deprived of your interest in the Museum and lectures, by the refusal of the Committee to sanction your continuance at St. Thomas's Hospital. But let the meaning of that clause be what it will, it can by no possibility have any reference to your nephews, who never have been "contracting parties." And least of all can it in equity be applied to a case, where the deprivation of the one party has been occa-

sioned by his neglect of measures without the consent and against the interests of the other. It never could have been intended to have placed either of the contracting parties at the mercy of the indiscretion, or ill regulated passions of the other.

But as the above measures, proposed by Mr. Key and Mr. B. Cooper, do not furnish any grounds for doubting that I took every honourable step to insure Mr. B. Cooper's election, perhaps their "strongest reason" for doubt is derived from Mr. Harrison's assertion: "The Committee of St. Thomas's Hospital had been informed that 'Mr. Cline had considered Mr. South the most eligible, and Mr. Green confirmed the statement.'" How far this statement is warranted by facts, may be inferred from the positive assurance, expressed in writing, of the Treasurer of St. Thomas's Hospital: "I have to assure you that neither Mr. Cline nor yourself did recommend Mr. South to me as the most eligible candidate for the office of Anatomical Lecturer." How far it is accordant with the language which I uniformly held with regard to Mr. South's eligibility, and consistent with Mr. Cline's declaration, when we were desired by the Treasurer to give our opinion on the subject, may be known by the following letters, in answer to a letter addressed to each on the 2d March.

I.—*Mr. Cline to the Treasurer of St. Thomas's Hospital.*

“ My dear Sir,

“ In reply to your inquiry respecting the talents and
 “ abilities of Mr. John South, I have to observe, that my
 “ opinion is formed from the testimony of those who were
 “ the best able to judge,—which is, that he was most dili-
 “ gent in acquiring a knowledge of anatomy, and of late,
 “ that he has instructed the pupils of St. Thomas's Hospital
 “ with diligence and ability.

“ I remain, Sir,

“ Your faithful humble Servant,
 (Signed) “ HENRY CLINE.”

II.—*Mr. Green to the Treasurer of St. Thomas's Hospital.*

“ Dear Sir,

“ In compliance with your request, I beg to state that Mr.
 “ South has been most assiduous and zealous in acquiring
 “ a knowledge of his profession, and has especially devoted
 “ much time and attention to anatomical pursuits. He has
 “ an accurate knowledge of the subject, and is, in my opi-
 “ nion, an able practical anatomist.

“ I regret that I cannot furnish you with information on
 “ his other qualifications for a public lecturer, as I have had
 “ no opportunity of ascertaining whether he has the power
 “ of conveying the requisite information perspicuously, and
 “ in a manner calculated to excite the interest and attention
 “ of his auditors, but I may add, that before Sir Astley
 “ Cooper's resignation, his ability as a Demonstrator had
 “ not been impugned,

“ I am, &c.

(Signed) “ JOSEPH HENRY GREEN.”

These opinions were uniformly expressed, and I know of no reason for altering what was then my

belief, except that Mr. South's qualifications for a public lecturer have since received the testimony of the satisfaction of his pupils.

Thus my own language, and the assurance of the Treasurer of St. Thomas's, can leave no doubt that Mr. Cline and Mr. Green did not recommend Mr. South as the more eligible candidate. But the fact remains uncontradicted, that the Treasurer of Guy's "did make a statement to some of my own" pupils, which was publicly repeated in the theatre of St. Thomas's Hospital, that the Committee had been informed, 'that Mr. Cline and Mr. Green recommended Mr. South as the "more eligible candidate."' He made that statement with the knowledge that I had already denied it, namely, in a conversation with himself, and he never mentioned that denial when he made the offensive statement to my own pupils; a circumstance complained of by me at the time. And had he been anxious to ascertain the truth, instead of *taking down words* in the Committee, he would have required my attendance at the Committee, to state explicitly whether I considered Mr. South as the more eligible candidate, or not. It is plain, therefore, that the injurious report must be coupled with the known fact, that the establishment of an anatomical and surgical school had been fully planned, that Mr. B. Cooper, who had the promise of a lectureship in that school, "incited the pupils to address a Memorial to the Treasurer of the two Hospitals;

“ and thus gave occasion to a paper most offensive
 “ to me, since it describes the anatomical school as
 “ in a disorganized and inefficient state ;” that the
 same paper was received by the Committee of
 Guy’s Hospital, was “ thought worthy to be en-
 “ tered upon the minutes,” and that it was made
 the ground and occasion (as appears by a copy of
 those minutes given to the surgeons of St. Thomas’s
 Hospital,) of the resolutions which empowered the
 Treasurer to carry into effect the plan of establish-
 ing a new school for *the benefit of science* and Mr. B.
 Cooper. And that the plan was conceived in the spi-
 rit of hostile rivalry, and to the injury of St. Thomas’s
 Hospital, is not less clear from the fact, that Mr.
 Harrison made Mr. South’s appointment the pre-
 text for declaring it necessary, on the part of Guy’s
 Hospital, that the joint regulations respecting the
 pupils of the two Hospitals, should cease, and
 having procured the assent of the Committee, that
 the pupils of Guy’s should be allowed to attend the
 surgical practice of St. Thomas’s, as heretofore,
 forthwith directed that the money arising from the
 pupils of the two hospitals, should no longer be
 divided,—in the hope probably, that the balance of
 the receipts in favour of Guy’s, which had arisen
 from contingent circumstances, would continue
 under the new arrangement.

Such are the facts connected with Mr. B.
 Cooper’s election at Guy’s Hospital, under the
 auspices of its Treasurer; and I shall now confi-
 dently leave for others to judge “ whether Mr.

“ Green’s part in the transaction be sufficiently explained ?” And, in conclusion, I may remark, that the Memorialists have not attempted to shew, as the only ground of the probability of their unsupported and refuted charge of my duplicity, that I could have any interest or motive in the election of Mr. South, which, according to the memorial of the pupils on the Guy’s minutes, “ leaves the anatomical school in an inefficient state.” If any part of my conduct requires explanation, it is that of having carried my opposition to Mr. South to a point which that gentleman can only excuse by giving me credit for acting upon the strictest principles of honour.

Statement XII. Here Mr. Key and Mr. B. Cooper misplace an extract from my reply, relative to “ the legal claim to the Museum,” and give the same as my comment on quotation 12. It is not, I am sure, necessary to remind Mr. Key, that my 12th quotation from their Memorial stands thus : “ As Mr. Key had no longer the means of illustrating his surgical lectures, he had no alternative but that of resigning at St. Thomas’s.” And that my comment is as follows : “ This is the last of the assertions that require a reply from me. And my answer is, that Mr. Key had the means of illustrating his surgical lectures, as he was never denied the use of the Museum ; and might, with my free consent, have become the possessor of the moiety of the collection, had Sir Astley Cooper thought fit to give it to him. Mr.

“ Key voluntarily withdrew himself from the lectures, and thereby deprived himself of the advantages of a Museum, which was intended for the benefit of the School of Anatomy and Surgery at St. Thomas’s Hospital.”

The reason for this omission, in the paper called the *Refutation*, however remarkable, is almost too evident to need a comment. Mr. Key knows too well the truth of every word of my comment to venture a contradiction, and the forced confession of the accuracy of my statement, that he voluntarily withdrew himself from the lectures, and “ thereby deprived himself of the advantages of the Museum,” obviously implies the admission, that thereby he had also deprived himself even of the pretext of a claim.

Having thus finally forced my antagonists from the twelve positions of contest, we have next to examine the mode in which your nephews attempt to answer the question, “ Whether a moiety of the Museum ought to be given up to Sir Astley Cooper or his nephews ?”

In my Reply, I state, “ There are three grounds only upon which this claim can be supported. 1. That Sir Astley Cooper has a *legal* claim. 2. That the nephews have a claim by virtue of an alleged *contract* with me. 3. That it might be properly conceded as a *favour*.”

In my negative to the two first grounds I am

happy to find that your nephews agree with me. " We do not entirely rest our pretensions to the " moiety of the Museum on any *contract* with " Mr. Green, nor on any *legal document*." The term entirely might seem to qualify their assent to my statement, but as they do not shew that they even *partly* rest their pretensions on any contract or legal document, I presume that the word *entirely* might have been omitted altogether. As they do not notice the third ground, " That it " might be properly conceded as a *favour*," I am content to dismiss it likewise.

But although your nephews will not meet me in the open field of argument, still they attempt to annoy me by random shots from the thicket.

1. It seems that I was mistaken in supposing " that the legal claim to the Museum is under investigation by an eminent solicitor," and that the truth is, that Mr. Freshfield is only " the officer " employed by Guy's Hospital on all occasions " when instructions from the Committee are to be " carried into effect."

My impression was derived from a letter of the Treasurer of Guy's, dated April 4th, who therein refers the subject to Mr. Freshfield, " who is the " person with whom the President and Governors " *advise*." And I thought the term, when applied to a solicitor, sufficiently expressive to warrant a refusal of copying and inspecting my papers.

2. It is stated that I refused " a proposal to refer the question to arbitration."

The proposal was not made on April 4th, but in a letter from Mr. Freshfield, dated 15th August, after a correspondence carried on during the intervening period, and that proposal is enforced on the 27th of the same month by the following remarks :
 " The proposal to refer to arbitration the mere
 " question of right in Sir Astley Cooper to dispose
 " of a half share in the Museum, and not merely a
 " fixed pecuniary value of that half, is so obviously
 " calculated to save time, trouble, and expense,
 " that I cannot suppose you will require time to
 " decide upon its adoption, and you will not, I
 " hope, feel that any indelicate menace is held out,
 " when I add, that it will be necessary to have the
 " question determined before the lectures commence."

A proposal for arbitration, offered with the alternative of a threat, however delicate, required no other answer than the intimation that I was fully prepared that this point must be ultimately decided elsewhere and before other tribunals.

3. Mr. Key and Mr. B. Cooper say, " We contend that the act of legislation (of the Committee) by which Mr. Green evades his honourable engagement, also releases Sir. A. Cooper from his engagement."

Previous to that act of legislation, over which

it is admitted that Mr. Green had no control, you well know, Sir, that Sir Astley Cooper had already voluntarily resigned: and that by this resignation you became entitled to 1,000*l.* for a moiety of the Museum, which you were bound to leave at St. Thomas's Hospital, for the purpose of enabling me to fulfil engagements which we had jointly contracted with pupils, who, on that faith, had paid the fees for their instruction. You could not, Sir, be released from this engagement. It was as little in my power, as it is my wish, to evade my share in fulfilling the engagement, that of paying you 1,000*l.* and retaining the Museum for the benefit of the pupils, who have already paid for its use.

4. They quote from my Reply, "The nephews
" have a claim by virtue of an alleged contract with
" me." They then add, "We do not entirely rest
" our pretensions to the moiety of the Museum on
" any *contract* with Mr. Green, nor on any legal
" document, but on still higher grounds—the
" pledged faith of a gentleman."

In the first place, "the faith of a gentleman" should have taught Mr. Key and Mr. B. Cooper to quote my words accurately at least. The words were these: "It is therefore clear, that the nephews of Sir Astley Cooper have *no* claim upon me by virtue of any alleged contract, or even of an implied assent." And the premises from which that conclusion is deduced, premises hitherto unrefuted and uncontradicted, will fully explain

whether I have violated "the pledged faith of a gentleman," or not. "I am perfectly willing to admit, that I had given my consent to the introduction of Sir Astley Cooper's nephews to the lectures, and that I had made no objection to Sir Astley's proposal of dividing the moiety of the Museum between them. In fact, as the Museum was formed for the purpose of illustrating the lectures, no reasonable objection could have been made to the proposal, and certainly no desire existed on my part to deprive them of the benefit arising from the use of the collection. But it cannot be for one moment supposed, that I should be guilty of the absurdity of depriving myself of the use of any part of the Museum, by consenting that it should be removed from St. Thomas's Hospital: nor will Sir Astley Cooper contend that he ever proposed the arrangement, except upon the supposition that his nephews were to lecture at St. Thomas's Hospital, and that the appointment of Lecturer and the possession of the Museum were to be inseparably conjoined." If the term "appointment" be ambiguous, as not including the peculiar circumstances under which Sir Astley Cooper held the office for "ten years" without the form of an election, the meaning at least is unequivocal.

If any stronger ground were necessary to prove that I had not given my promise that a moiety of the Museum should become the property of your nephews, in the sense which they attach to it, it

might be derived from the importance which is attached to my assent to the proposal. If the disposal of the moiety of the Museum required my assent and approbation, and was not under your unlimited control, it is evident that I could not approve of the disposal proposed, and must have at once rejected the design of its removal to Guy's Hospital.

5. In vindication of the admitted fact, "that instead of conciliatory measures, the most offensive mode of enforcing the supposed right has been resorted to," it is stated that "it was not until after Mr. Key had written three notes to Mr. Green on the subject of the Museum, that the Memorial was forwarded to the Committee." To this I reply, the three notes constituted a part of the "offensive mode" complained of.*

I have thus, Sir, followed your nephews, step by step, through their whole line of complaint and accusation, leaving them only where they have digressed to topics alike invidious and foreign to the subject.

In the discharge of this duty of self-defence, I have exhausted all the motives which induced or could justify me in engaging in the controversy with them. Their mistatements and misrepresentations rendered this painful task an act of duty which I owed to my own character, and to the

* See Appendix H.

friends who have publicly honoured me with their esteem and confidence. I have performed it. But that they have perverted an ostensible claim into a vehicle for personal imputations, and a pretext for private quarrels, must for ever prevent its repetition. Henceforward, Sir, Mr. Key and Mr. B. Cooper are aliens to me; and their conduct and proceedings I shall regard as matters of indifference, which will neither obtain my notice nor provoke my resentment. Railings and calumnies, once exposed, are best left unnoticed to take their brief circuit, till by their natural destination they revert to their authors and projectors.

Having now, Sir, taken my final leave of your nephews, I address myself to *you*, publicly, and as to the responsible principal, you having declined any "private correspondence," and referred me to the paper in the *Lancet*, containing mistatements that could only have originated with yourself, and which are sanctioned in part by your public avowal therein inserted, even if your own reference to this paper had not already proved your knowledge and approbation of its contents.

It will need no proof, that all the material imputations and accusations of that paper have one important bearing, namely, that of charging me with a *fraudulent appropriation of a moiety of the*

Museum at St. Thomas's Hospital. I may venture, however, to assert, that all the several pleas for this charge, namely, that the moiety, claimed by you, was your *private* collection, consisting of preparations entirely and exclusively added by yourself; that you had not received 1,000*l.* from me; that I was solely indebted to you for my appointment of Lecturer on Anatomy and Surgery; that I had dishonestly intrigued, with the assistance of my uncle, Mr. Cline, to procure the appointment of Mr. South, in order to avail myself of the exclusion of Mr. B. Cooper, as a pretext for refusing to fulfil an express agreement; that I deprived Mr. Key of the means of illustrating his surgical lectures—these criminations, I assert, have each and all been proved unfounded, alike in fact and in probability. And even though my refutation of these charges had been less perfect, I still have amply shewn that true or false they can have no influence in determining the question: whether you are entitled, by law or by an equitable adjustment, to remove half of the preparations from the Museum of St. Thomas's Hospital?

Your claim, I apprehend, implies and entirely rests upon three conditions, the examination of the validity of which must determine the question at issue between us: 1. The propriety of a numerical division of the preparations: 2. The applicability of the articles of agreement between yourself and Mr. Henry Cline to the point in dispute between you and myself: 3. An alleged engage-

ment on my part that a moiety of the collection should become the property of your nephews.

1. Let us examine the question of the propriety of a numerical division, or in other words, whether a half of the Museum can be separated or removed, even upon your assumed ground that no such agreement existed between us, as that between Mr. Cline and yourself, and subsequently between yourself and Mr. Henry Cline ?

Now throughout the discussion which has been raised respecting the Museum, the term half, or moiety of the Museum, has been used, to say the least, laxly, and without any clear or definite explanation of the meaning. It is evident, that on your part it has been used, as best suited your present purpose, to signify absolutely, by division, the half of the preparations. But it is evident, that before your resignation, and whilst our interests were conjoined in the lectures, you would not yourself have admitted such an application and use of the term. Suppose, for instance, that during that period I had thus addressed you: “Circumstances have arisen, which render it more advantageous to me to lecture elsewhere than with you at St. Thomas’s Hospital. I have bought of you half of the preparations; and ‘it is my intention to take my half of the Museum to another place.’” Would not your reply, and very properly so, have been, “I cannot consent to such an arrangement. In disposing of a moiety of

“ the Museum to you, it was implied that the whole should be used for that purpose for which you were admitted my partner, namely, the illustration of the lectures jointly delivered by us.” Such must have been your answer, and I know of no argument that could have invalidated its force. But if this be admitted, it is no less clear, that the possession of a moiety of the Museum must have been a property subjected to conditions, implied or expressed, and that by the possession of a moiety, a joint interest in the Museum, for the special purpose of illustrating lectures jointly given, must and could alone have been intended. Now, suppose that one of the parties becomes incapacitated by voluntary resignation, ill health, or other cause, from continuing to fulfil his engagements to his partners and his pupils, of jointly giving the lectures, and proposes to sell, or otherwise dispose of half the preparations designed for the special purpose of illustrating these lectures ; is it not clear, as a consequence of the above admission, that the proposal ought to be rejected at once, and for the obvious reason, that taking from the remaining partner half of the preparations, you would deprive him of that for which he had paid, namely, the use of the whole Museum, and of the means of illustrating the lectures, and fulfilling the engagements to the pupils jointly contracted ?

It is therefore abundantly clear, that the question of the *propriety of a numerical division* ought to be dismissed with an unqualified negative.

We have deduced this consequence without any reference to terms of agreement to that effect actually existing ; but if we refer to the agreement actually contracted between Mr. Cline and yourself, or to that between yourself and Mr. Henry Cline, we shall find that all, which in the above argument has been taken for granted, has been explicitly provided for. In proof of this I quote the following clauses, which stand with some unimportant verbal differences in both.

“ The collection of anatomical preparations, and
 “ preparations of morbid parts, together with all
 “ drawings, illustrating the anatomy or diseases of
 “ parts, and also the apparatus used for the lectures, or teaching anatomy, possessed by Henry
 “ Cline, shall become the joint property of Henry
 “ Cline and Astley Cooper. Also all preparations,
 “ drawings, and apparatus of the same description
 “ possessed by Astley Cooper, shall become
 “ the joint property of Henry Cline and Astley
 “ Cooper.

“ It being the intention that all the preparations, drawings, and apparatus, shall form *one inseparable collection*, it is therefore hereby further agreed, that the survivor of either shall become possessed of the entire collection, immediately on the death of the other. If Henry Cline should be the survivor, he hereby binds himself to pay to the executors or administrators of Astley Cooper, one thousand pounds, within

“ twelve months after the decease of Astley
 “ Cooper. And if Astley Cooper be the survivor
 “ of Henry Cline, then he hereby binds himself to
 “ pay to the executors or administrators of Henry
 “ Cline, one thousand pounds, within twelve
 “ months after the decease of Henry Cline, such
 “ payment being considered and agreed to be a
 “ full compensation for the entire possession of
 “ the whole collection.

“ If either should become incapable of execut-
 “ ing his part of the lectures, during two courses,
 “ and without a reasonable probability of being
 “ able to take his share of the labour of lecturing
 “ in the following winter, then a separation shall
 “ take place upon the same terms as if the one,
 “ who was so incapacitated, had absolutely died.”

It is also therein stated, “ Whatever *additions*
 “ may be made to the collection of preparations,
 “ during the partnership hereby agreed to, or
 “ whatever diminution may accidentally happen,
 “ shall make no alteration in this agreement, for
 “ the survivor shall take the *whole collection*, be
 “ it greater or less, upon the terms before-men-
 “ tioned.”*

In these agreements, the facts of the joint property of the contracting parties in the Museum, its indivisibility, and its absolute reversion, with all additions, to the party who continued the lec-

* See Appendix I.

tures, are clearly set forth and established. And if the terms of these agreements be applicable to the question at issue between us, no possible doubt of the mode of determining it could be raised.

We proceed, therefore, to consider the second question—Whether the articles of agreement between my uncle and my late cousin be applicable to the point in dispute between you and myself?

That this question must be answered in the affirmative, might be safely presumed from the circumstances under which I became possessed of a moiety of the collection, as I have above more fully shewn, even though it had been in my power to adduce no other, or more direct evidence of the applicability of this agreement to myself, and of my full title to all the rights insured by the same. Nor can it be conceived, that after you had formed a partnership on the same terms with Mr. Henry Cline, as you had before done with Mr. Cline, sen. that it should not have been understood that you entered into partnership with Mr. Cline's nephew, on the same conditions as with Mr. Cline's son; more especially since Mr. Cline had admitted you into partnership on terms which were no equivalent for the advantages which it offered. But I do not rest my asserted right, founded on those agreements, merely on presumptive proofs, how clearly soever warranted by a fair interpretation of the circumstances under which we became partners. I have other more compulsory proofs, namely: 1st. That the

payment for the moiety of the Museum, was settled on the same terms, namely, 1,000*l.*, as those which had been used in the transfer of the Museum before ; and that the receipt which you gave me for that sum, was expressed in terms, as nearly conformable to those of the original agreement, which made the Museum the joint property of yourself and Mr. Cline, as the nature of a receipt would allow. 2ndly. That you fully understood that the terms of partnership between us were to be the same as had been heretofore the usage. In proof of this I would beg to remind you, that in a letter on this subject you say, “ Half “ the Museum at St. Thomas’s Hospital was there- “ fore yours on the same terms as I received it, “ although the best part of the pathological pre- “ parations have been added by myself.” And if any doubt arise respecting the meaning of the phrase, “ on the same terms,” I can supply the explanation by a memorandum in your own handwriting ; “ The terms of *Partnership* to be the “ same as those between Mr. Astley Cooper and “ Mr. Henry Cline.”

It would be idle, after this, to multiply the proofs that the articles of agreement between Mr. Cline and yourself, are strictly applicable to the question now raised, respecting your right of removing any part of the collection at St. Thomas’s Hospital, as the terms of that agreement provide explicitly that the remaining partner shall become possessed of the entire collection on the death or resignation of the other.

But you express displeasure, and resist the fulfilment of the terms of that agreement; and you complain, as of a hardship, that “for this property “you have never received one shilling.” I never asserted that you had derived any pecuniary advantage from the *transfer* of the property. On the contrary, it is clear that you paid, first and last, 2,000*l.* for the Museum; and when, in addition to the 1,000*l.* already paid, you have received the second 1,000*l.* to which you are entitled, and which you well know to have been long placed at your disposal, you will, first and last, have received 2,000*l.*; and consequently, having held it during the time you were teacher of anatomy and surgery, you are neither richer nor poorer from the transfer. But it is stated, that at the death of Mr. Henry Cline, you “might have required from “Mr. Green pecuniary compensation for the increased value of the Museum, in consequence of “the additions” you “had made.” And therefore you have derived no pecuniary benefit from the Museum? Is this the inference you would have drawn? If so, I must, without denying the premises, at once protest against the legitimacy of the conclusion. You have derived great pecuniary benefit, a large income, from the use of the Museum, during the “thirty-three” years that you were teacher in the anatomical school, the reputation of which, at the period when you were admitted a partner with Mr. Cline, was so great, “that more pupils attended his class than that of any preceding or “contemporary lecturer;” and likewise lecturer to the “largest surgical class in London,” which you

were enabled to raise during the same period. And without noticing the balance against the increase in the value of the Museum, from the number of preparations spoilt or deteriorated, or adverting to the propriety of replacing them, which rendered this increase a duty; it is sufficient to observe, that your interest alone must have dictated the progressive improvement of the Museum, and the augmentation of the collection, unless you had consented merely to repeat the lectures of your predecessors, and refused to avail yourself of the new cases and materials which the opportunities of the Hospitals, and your own practice, were continually offering. And without such illustrations your lectures must have become of little value to your purse or your pupils.

It is scarcely necessary to advert to the third ground upon which a claim to the moiety of the Museum has been raised, that of an alleged engagement on my part that it should become the property of your nephews. Any letter or document said to have been delivered, or to which my consent was said to have been obtained, could, if such letter existed, or had been approved by me, add nothing to what I have myself already fully and willingly admitted, namely, "that I had given
 " my consent to the introduction of Sir Astley
 " Cooper's nephews to the lectures, and that I had
 " made no objection to Sir Astley Cooper's proposal of dividing his moiety of the Museum
 " between them." But it is equally clear that my

consent was conditional, and grounded on the then known and supposed circumstances; and that I should have at once rejected the proposal of depriving myself of the use of any part of the Museum by consenting that it should be removed from St. Thomas's Hospital. Least of all can it be imagined that my consent could have been obtained under the knowledge or even suspicion of its removal to Guy's Hospital, for the purpose of aiding in the establishment of a school, of which the very object was to deprive me of the fairly earned fruits of my labours.

The means for establishing that school, raised with the view of serving your purposes and interests, furnish the key and true solution of the attack on my character, which has rendered this public address to you necessary. It is obvious that our contending claims to a moiety of the Museum, which could at most have been regarded as a difference of opinion respecting the applicability of an agreement, might have been easily and satisfactorily adjusted; but it was more convenient to make them the pretext of charging me with fraud, ingratitude, duplicity, and of a dishonest intrigue to injure you and your nephews. These accusations were to be the main aids in founding the new school, with which you had connected your name and interests, on the ruins of that which had raised your character, and so largely contributed to your success, but your influence in which you had thrown away by your abrupt and precipitate resignation.

Most anxious as I have been, throughout this letter, to avoid every unnecessary reference to myself, and my own feelings, I yet cannot conclude it without indulging a complaint that I should thus have been forced into a contest, alien from my habits and disposition ; and which, not only without provocation on my part, but in spite of my most solicitous efforts to prevent or arrest it, has distracted my attention from my professional duties, and the tranquil pursuits that would qualify me for their honourable fulfilment. From my first admission into the profession, it has been my deepest conviction, that there exist but two ways, by which the high rank, which our profession now enjoys in the estimation of the country, can be maintained ; first, its intimate connexion with the liberal sciences, cultivated without hire or compulsion, on the score of their own worth and dignifying influences ; and secondly, by the correspondent conduct and character of its individual members. It was these that first acquired for us the title and privileges of GENTLEMEN ; and by these alone can we hope to retain the name. Without these adjuncts, surgery itself, great and irresistible as its claims are on the ground of utility, would still be what it once was, and its name still implies—Chirurgery, Handicraft, a Trade. Skill in a trade, however great it may be, can confer no claim to the name of GENTLEMAN on men, whose conduct gives proof that their motives and objects are those of mere tradesmen. But we, Sir, have pledged ourselves by a public and solemn oath,

thus addressed to us :—" You swear," " that you
 " will demean yourself honourably in the practice
 " of your profession ; and, to the utmost of your
 " power, maintain the dignity, and welfare, of the
 " College.—So help you, God !"*—And I can most
 truly affirm that I have written this letter under
 the conviction, that the verdict which society
 shall give on our fidelity and strict adherence to
 this oath, is the most important and sole permanent
 result of the publicity, by which this dissension
 has been so injudiciously aggravated, in opposition
 alike to the wishes and judgment of

JOSEPH HENRY GREEN.

ST. THOMAS'S HOSPITAL,

5th December, 1825.

* See the Bye-laws of the Royal College of Surgeons in
 London,

APPENDIX.



A P P E N D I X.

(A.)

To the Grand Committee of St. Thomas's Hospital.

GENTLEMEN,

A MEMORIAL has been presented to you by Mr. Charles Aston Key and Mr. Bransby Cooper, importing that I have acted unfairly, and contrary to an express agreement, in withholding the moiety of the Museum from Sir Astley Cooper's nephews.

If the allegations of the Memorial can be proved untrue, it would be a waste of your time to enter into any discussion of the inferences which the Memorialists may have drawn, on the contrary supposition; and I proceed, therefore, at once to the question of their truth or falsehood. For this purpose I shall quote separately each clause of the Memorial containing the alleged fact that I propose to examine, and place immediately after it the proper comment.

Quot. 1st.—"In the year 1792, Sir Astley Cooper was admitted by Mr. Cline, senior, to a share in the Anatomical Lectures."

At the period when Sir Astley Cooper was admitted a partner with Mr. Cline, the reputation of the school was so great, that more pupils attended his class than that of any preceding or contemporary lecturer in London. This partnership with Mr. Cline gave to Sir Astley Cooper a character, from which his fame and fortune originated.

Quot. 2nd.—"Sir Astley Cooper then admitted Mr. Green to half the Anatomical Lectures, Mr. Cline receiving from Mr.

“Green 1,000*l.* for the moiety of the Museum.” At another part:—“The only person who has derived any pecuniary advantage from the transfer of the property is Mr. Cline, who has received 2,000*l.*”

The true statement is, that Sir Astley Cooper, and not Mr. Cline, received 1,000*l.* from me for the moiety of the Museum. Mr. Cline, senior, did, indeed, receive 1,000*l.* from Sir Astley Cooper at the same time, but it was, as the executor of Mr. Cline, junior, according to articles of agreement. It is upon this transaction that the misrepresentation is founded, that Mr. Cline, senior, received 2,000*l.*; the fact being, that he received the last mentioned 1,000*l.*, only as an executor: and, according to the terms of the same agreement, Sir Astley Cooper is now entitled to receive 1,000*l.* from me. This being paid, Sir Astley Cooper, indeed, will have received 2,000*l.* but Mr. Cline, senior, in his own right, only 1,000*l.*

Quot. 3rd.—“He” (Sir Astley Cooper) “brought the whole of his own private collection.”

Sir Astley Cooper, according to an article of the agreement between Mr. Henry Cline and himself, could not form a *private* collection. It is therein specified, that all preparations made by either party shall be considered a joint property. It is to be observed, also, that Sir Astley Cooper’s preparations had been already incorporated with the original collection when I became a partner, and Sir Astley Cooper, in consideration of 1,000*l.* put me into possession of a moiety of the whole, *without reserve*.

Quot. 4th. “The collection of preparations, at the period when Sir Astley Cooper was admitted a partner, was very limited. It has since increased two-fold, chiefly by the individual exertions of Sir Astley Cooper.”

I am willing to admit that Sir Astley Cooper has augmented the collection of preparations. But the Memorialists ought likewise to have distinctly stated, that numerous other additions had been made, especially by Mr. Henry Cline, whose labours, during twenty years, greatly enriched the collection, and increased the number of preparations; till his rising reputation, unfortunately for the profession of Surgery, was arrested by a premature death.

The Memorialists ought, likewise, to have stated, that the original collection had been lessened and deteriorated, principally by the use that Sir Astley Cooper made of the preparations, during the "thirty-three years" that he was a teacher.

Quot. 5th.—The object of this collection was to illustrate his "Lectures on Surgery."

No such object was ever specified, nor can the same be inferred from the use hitherto made of the Museum, the preparations having been used indiscriminately to illustrate the Lectures on Anatomy, as well as those on Surgery.

Quot. 6th.—"Without any remuneration, he finally resigned to Mr. Green and Mr. Key the largest surgical class."

Certainly without any specific gratuity, but not without an *equivalent*. I had assisted Sir Astley Cooper in that course of Lectures for several years, without any remuneration; I had given a large portion of Sir Astley Cooper's share of the Anatomical Lectures without remuneration, and I had taught in the Dissecting Room during many years, for Sir Astley Cooper's benefit, without remuneration. It was not, therefore, unreasonable, that I should expect some requital for my labours. Therefore, without adverting to the fact that Sir Astley Cooper had two relations, whom he was anxious that I should assist; and without inquiring whether, in the event of Sir Astley Cooper's retirement, if the interests of Mr. Key and Mr. Green had been in opposition, the claims of Mr. Key were such as to have insured him the support of the Committee, to the exclusion of Mr. Green, I apprehend, that the clause above quoted fails in shewing, that I am under any obligations to Sir Astley Cooper for resigning *without remuneration*.

Quot. 7th. "He" (Sir Astley Cooper) "gave half of the Anatomical Lectures to Mr. Green."

I had presumed, on the contrary, that I had succeeded Mr. Henry Cline by the election of the Committee of St. Thomas's Hospital, and I certainly should have been surprised, if Sir Astley Cooper had opposed Mr. Cline's nephew. But it so happened, at that juncture, that there was no other person who could have been a candidate; and I apprehend, from the large share of the course

which I had given before my election, that Sir Astley Cooper's engagements would not have permitted him to undertake the whole.

Quot. 8th.—"It should be observed, that with the history of the " morbid preparations, just referred to, Mr. Green is for the most " part unacquainted."

Having had the opportunity of hearing Sir Astley Cooper illustrate his lectures by means of these preparations, I must of course be possessed of all the information which he thought it necessary to communicate for that purpose. But it is true, that with the history and explanation of many specimens I am at present unacquainted; but I cannot doubt that Sir Astley Cooper's sense of justice will induce him to supply an omission long complained of, and that he will not consider his engagements fulfilled, by delivering to me, in consideration of the sum of 2,000*l.*, only the bottles and their contents, without the explanation which gives them value.

I thus conclude the examination of the first part of the Memorial, and I trust that I have fully shewn that Sir Astley Cooper has no ground of accusation against me, or cause for complaint, respecting the disposal of his property, or the arrangement of his pecuniary interests, on his retirement from St. Thomas's Hospital.

I now proceed to the second part of the Memorial, viz. the alleged hardship of the situation of Sir Astley Cooper's nephews: this having been made the vehicle of an imputation most injurious to my character, of having intrigued to exclude them from the Hospital, and to appropriate unjustly a moiety of the Museum, contrary to an express agreement, according to which they claim it as their property.

Quot. 9th.—"Mr. Bransby Cooper went to Sir Astley Cooper, " who was at that time ill in the country, by the recommendation " of Mr. Green, to advise him at once to send in his resignation."

I did not recommend Mr. Bransby Cooper to advise Sir Astley Cooper to send in his resignation at once. On the contrary, I gave advice, which was wholly neglected, that the step should not be taken without due precaution. The facts are simply these:—In

consequence of a message which I had received from Sir Astley Cooper, I waited upon the Treasurer of St. Thomas's Hospital, in order to communicate Sir Astley Cooper's inability to continue the lectures, and to recommend Mr. Bransby Cooper as his successor. The Treasurer informed me that no arrangement could be made, until he had received Sir Astley Cooper's resignation. The result of this conversation I made known to Mr. Bransby Cooper, and recommended him to go immediately to Sir Astley Cooper, in order to acquaint him with these particulars, and that a Committee would be held in a day or two, at which his election might be settled. But I advised him at the same time, if he brought Sir Astley Cooper's resignation, on no account to send it in to the Committee, but to place it in the hands of Mr. Harrison of Guy's Hospital, who would be the fittest person to introduce the business, and conduct it to the desired result.

Quot. 10th.—"But Sir Astley Cooper wrote to Mr. Green, saying, he would not resign the Lectureship, but upon condition that his share of the Museum should become the property of his Nephews, Mr. Key and Mr. Bransby Cooper, to which Mr. Green readily acceded."

It will scarcely be believed, that an assertion, like this, should be entirely without foundation. Nevertheless, it is most certain, that I never received any letter or writing from Sir Astley Cooper importing, "that he would not resign, but upon condition, that his share of the Museum should become the property of his Nephews." I could not, therefore, accede to what had not been proposed. It will be observed, likewise, that Sir Astley Cooper is made to say that, "he would not resign but upon condition," as if I had been desirous to bargain for his retirement. I never wished, nor ever could wish, Sir Astley Cooper to resign; as the change must have been unfavourable to my interests. I should have been glad to have still had the assistance of his eminent talents as a teacher, and the advantage of having his name, so long established in public favour, conjoined with my own: and I must have expected, as the event indeed proved, that his sudden and ill-explained retirement, would give great offence to the pupils and their friends.

Quot. 11th.—"Of Mr. Green's friendship, Mr. Bransby Cooper " could have no reason to doubt." Farther, "Sir Astley Cooper, " relying on the faith of Mr. Green's promise, that Mr. Bransby " Cooper should have his cordial support in obtaining the appoint- " ment, sent in his resignation."

These observations, if introduced for any purpose, must be intended to imply, that Mr. Bransby Cooper has had some reason subsequently to doubt my friendship, and that I did not keep the promise, on the faith of which Sir Astley Cooper had relied. If such be the meaning of the clauses quoted above, this is my answer :

In the beginning of the season of 1824, at the solicitation of Sir Astley Cooper, I agreed that Mr. Bransby Cooper should give a few Anatomical lectures, in order to facilitate his election, at some subsequent period, to the anatomical chair. At the commencement of the second course, in the spring of 1825, Sir Astley Cooper suddenly left town, at the same time communicating to me his intention of not lecturing again, and expressing his wishes that Mr. Bransby Cooper should immediately receive the appointment of Lecturer on Anatomy. Now, although this arrangement was different to that which had been proposed, or which I had meant to accede to, yet nevertheless I thought myself bound in honour to give Mr. Bransby Cooper my support in obtaining the appointment. This I faithfully did, and performed more than my promise had bound me to. Over the Treasurer and Committee, who had the gift of the lectureship, I had no control; but when the Treasurer persisted in the appointment of another gentleman, I gave the best proof of my sincerity in promoting the interests of Sir Astley Cooper's Nephew, by offering to forego one-third of the profits I had hitherto received, in order that Mr. Bransby Cooper might be admitted to an equal share with myself. And I dare assert, that to my efforts in Mr. Bransby Cooper's behalf, and to the interest I took in his success, the Memorialists owe it, that they have even a *pretext* for their present charge.

I have thought it right to explain these circumstances, in order / to meet fully any charge of duplicity, which may be implied in the numbered paragraph quoted above. This is the more necessary, as the Treasurer of Guy's made a statement to some of my own

pupils, which was publicly repeated in the theatre of St. Thomas's Hospital, that the Committee had been informed, "that Mr. Cline and Mr. Green recommended Mr. South as the more eligible candidate;" and it may not be generally known, that the Treasurer of St. Thomas's Hospital has distinctly contradicted this alleged recommendation. In every point I kept my promise, and performed more than could have been reasonably expected of me.

But had Mr. Bransby Cooper any reason to doubt of my friendship? I answer: not before he chose most wantonly to break the bond asunder, and adopt a line of conduct incompatible with its continuance. Mr. Bransby Cooper, growing impatient at the delay in the attainment of his wishes, suddenly retired from the demonstrations, and abruptly refused to teach in the dissecting-room, at a time when the pupils most needed his services. He at the same time incited the pupils to address a memorial to the Treasurers of the two Hospitals; and thus gave occasion to a paper which must have been supposed offensive to me, since it describes the anatomical school as in a disorganized and inefficient state, and which Paper was nevertheless thought worthy to be entered upon the minutes of the Committee of Guy's Hospital. Nor was this the only effect of making the Pupils a party in the question then agitated. It tended to divert their attention most injuriously from their pursuits and studies; and its object was evidently that of raising a party, in order to support an opposition school at Guy's Hospital, then already planned. From this time, indeed, Mr. Bransby Cooper had no reason to doubt that our friendship was at an end.

Quot. 12th.—"As Mr. Key had no longer the means of illustrating his surgical lectures, he had no alternative but that of resigning at St. Thomas's."

This is the last of the assertions that require a reply from me. And my answer is, that Mr. Key had the means of illustrating his surgical lectures, as he was never denied the use of the Museum; and might, with my free consent, have become possessor of the moiety of the collection, had Sir Astley Cooper thought fit to give it to him. Mr. Key voluntarily withdrew himself from the lectures, and thereby deprived himself of the advantages of a Mu-

seum, which was intended for the benefit of the School of Anatomy and Surgery at St. Thomas's Hospital.

After this exposure of the grounds upon which the Memorial of Mr. Charles Aston Key and Mr. Bransby Cooper is founded, it remains now only that I should furnish an answer to the main question, for which avowedly their application has been made, viz. whether a moiety of the Museum ought to be given up to Sir Astley Cooper or his Nephews?

There are three grounds only upon which this claim can be supported. 1. That Sir Astley Cooper has a *legal* claim. 2. That the Nephews have a claim, by virtue of an alleged *contract* with me. 3. That it might be properly conceded as a *favour*.

It will not be necessary to enter here upon the subject of Sir Astley Cooper's legal claim, because this point is now under investigation by an able and eminent solicitor, appointed by Guy's Hospital, whose assiduity and knowledge will fully demonstrate the legal title, if it exist: and moreover, as this point must be ultimately decided elsewhere, and before other tribunals, the discussion would be here premature. At the same time, I not only have no objection, but I should wish, that, for the information of the Committee, the correspondence between Mr. Freshfield and myself should be laid before them.

On the second ground, now first taken up, that the Memorialists have a claim, by virtue of a compact between Sir Astley Cooper and myself, a single remark will suffice. "It is asserted that Sir Astley Cooper wrote to me, saying, he would not resign the Lectureship, but upon condition that his share of the Museum should become the property of his Nephews, Mr. Key and Mr. Bransby Cooper, to which Mr. Green readily acceded." Now I again most unequivocally deny having received any writing or message to that effect, and could not therefore accede to what had not been proposed. It is most certain, that no such condition was ever required or acceded to. But it will be asked, perhaps, whether the Museum had never been *previously* the subject of arrangement between Sir Astley Cooper and myself, in the event of his retiring from the lectures? I am perfectly willing to admit, that I had given my consent to the introduction of Sir Astley Cooper's Nephews to the lectures, and that I had made no objection to Sir Astley Cooper's proposal of dividing his moiety of the

Museum between them. In fact, as the Museum was formed for the purpose of illustrating the lectures, no reasonable objection could have been made to the proposal, and certainly no desire existed on my part to deprive them of the benefit arising from the use of the collection. But it cannot be for one moment supposed, that I should be guilty of the absurdity of depriving myself of the use of any part of the Museum, by consenting that it should be removed from St. Thomas's Hospital: nor will Sir Astley Cooper contend, that he ever proposed the arrangement, except upon the supposition that his Nephews were to lecture at St. Thomas's Hospital, and that the appointment of Lecturer, and the possession of the Museum, were to be inseparably conjoined. It is therefore clear, that the Nephews of Sir Astley Cooper have no claim upon me for a moiety of the Museum, by virtue of any alleged contract, or even of an implied assent.

We have now then only to consider, whether the possession of half the collection might be conceded as a favour? But the answer to this question is superseded by the fact, that it has never been asked as a favour, but demanded as a right, and that instead of conciliatory measures, the most offensive mode of enforcing the supposed right has been resorted to, accompanied by acts of hostility, which ought to preclude any rational expectation of favour.

I trust, Gentlemen, that I have now amply shewn that the Memorial of Mr. Charles Aston Key and Mr. Bransby Cooper is unworthy of any other notice, than that which a series of groundless allegations, made and circulated to the injury of the character of another, is sure to receive from every honourable mind.

I have the honour to be, Gentlemen,

Your most obedient Servant,

JOSEPH HENRY GREEN.

St. Thomas's Hospital,

Sept. 15th, 1825.

(B.)

*Correspondence between Sir Astley Cooper, Bart. and
J. H. Green.*

No. I.

Sir A. Cooper to J. H. Green.

Dear Sir,

I regret to find it hopeless to make any joint arrangement for the conduct of the lectures at St. Thomas's Hospital. It is therefore my intention to take my half of the Museum (the work of my own hands) and I wish to settle with you the detail of the arrangement.

I am,

Yours, &c. &c.

(Signed) ASTLEY COOPER.

March 21st, 1825.

J. H. Green to Sir A. Cooper.

46, *Lincoln's Inn Fields,*

March 22d, 1825.

Dear Sir,

The contents of your letter of the 21st of March have much surprised me, as I am at present fulfilling your own engagements for the instruction of the Pupils, and these cannot be completed without the Museum. At the same time, I am quite at a loss to understand your claim to a removal of any part of the preparations.

I am, Dear Sir,

Truly Yours,

(Signed) JOSEPH HENRY GREEN.

Sir A. Cooper to J. H. Green.

Dear Sir,

March 25th, 1825.

In reply to your letter, I beg to say you have not been called upon by me to fulfil my engagements, as I had made an arrangement which appeared to receive your consent, and which was for

a time acted upon with perfect satisfaction to the class. When I placed my preparations at St. Thomas's Hospital, it was with the idea, that under the existing joint arrangement, they were best situated for the promotion of science; but as mutual interest no longer exists between the two hospitals, with the same view, I have now given my property in the Museum to the President and Governors of Guy's Hospital, and to their proper officer I must now refer you, in order that the same may be carried into effect.

I am,

Yours, &c. &c.

(Signed) ASTLEY COOPER.

(C.)

J. H. Green to the Editor of the Lancet.

MR. J. H. GREEN begs leave to state, for the information of the Editor and Readers of the Lancet, that the letter signed J. H. G., and dated Lincoln's Inn Fields, which appeared in the last number of the Lancet, was not written by him, nor the paper which accompanied it sent by him; and that he is wholly ignorant by whom the former was written, or the latter sent:

*Lincoln's Inn Fields,
Nov. 7th, 1825.*

(D.)

*Extract from the Report of Sir Astley Cooper's Surgical Lectures,
Lancet, March 14th, 1824.*

“ WHEN I found, week after week, that my Lectures were published, and that consequently I was daily paragraphed in the newspapers, I called upon the Editor of THE LANCET, and told him that I was about to move for an injunction. He replied,

“ ‘That will not be of any use.’ (*Excessive laughter.*) “Well, Gentlemen, in the end I told him if he omitted my name I should take no further steps in the matter. He promised to do so:—as far as I have seen, he has fulfilled his promise, and, of course, I have fulfilled mine. Indeed the lawyer’s instructions to counsel have been this very day destroyed.”—(*Applause and laughter.*)

In the same lecture, it is however added:—“Having said thus much respecting the Lectures, I now deem it prudent, while I am on the subject, to state my opinion to you, with regard to the publication of operations; this practice, I candidly confess, appears to me to be fraught with great danger, and will, I suspect, prove destructive to the reputation of the rising generation of surgeons. Suppose a very young surgeon had performed the operation lately executed by myself in the other Hospital, and that it had terminated in death; suppose a young surgeon to be unfortunate for five or six operations in succession; would not the public with one accord exclaim, Good God! what a butcher this man is? Such, I fear, would be the general feeling; and the ruin—the absolute ruin of the operator—the unavoidable consequence. We must, I believe, hold a meeting of the surgeons, for the purpose of adopting some measure, by which, if possible, the system may be prevented. It is a practice to which I am opposed, and I will put it to the candour of any man, and ask if it be *not* calculated to produce much mischief? Believing this myself, it is a practice to which I certainly object.”

(E.)

Notice delivered to Mr. Thomas Wakley.

IN consequence of certain false statements which have appeared in the *Lancet*, concerning a case of diseased bladder in St. Thomas’s Hospital, the Surgeons of this Hospital hereby convey to Mr. Thomas Wakley their *determination* to withhold from him the courtesy usually shewn to Pupils, in permitting their attendance

after the expiration of the term for which they entered : and *desire* that he will discontinue his attendance at this Hospital.

(Signed) BENJAMIN TRAVERS.

JOSEPH HENRY GREEN.

FREDERICK TYRRELL.

St. Thomas's Hospital,
May 14th, 1824.

(F.)

*Correspondence between Sir Astley Cooper, Bart. and
J. H. Green.*

No. II.

J. H. Green to Sir Astley Cooper.

46, *Lincoln's Inn Fields,*
Nov. 6th, 1825.

Sir,

Mr. Bransby Cooper made yesterday, in the Theatre of Guy's Hospital, a public statement, " That Sir Astley Cooper never received, either directly or indirectly, a thousand pounds from me for a moiety of the Museum ; and that there still rests a *lie* between Mr. Bransby Cooper and myself ; and that it is not with him, so help him God ! "

Mr. Bransby Cooper acknowledges these words, and an explanation having been requested by me of the imputation contained in them, he has made the following statement :—

" Mr. Bransby Cooper can in two points falsify the accusations made by Mr. Green in his reply to Mr. B. Cooper's memorial, namely, with respect to Sir A. Cooper's having ever received one farthing from any one for the Museum, or any part of the Museum, I pledge myself he never did, notwithstanding Mr. Green's assertion, that Sir A. Cooper, and not Mr. Cline, received that 1,000*l.* "

" The second point on which Mr. B. Cooper contradicts Mr. Green's assertion, is with respect to his denial of having received a conditional letter as to Sir A. Cooper's resignation. In

“ answer to that, Mr. B. Cooper says, that he himself gave Mr. Green that letter ; that Mr. Green read it, and said, that had he had himself to propose conditions, they would have accorded with those of Sir A. Cooper, with respect to the division of the Museum ; that he readily acceded to them ; and in consequence of this concession of Mr. Green’s Sir A. Cooper resigned.”

Now, Sir, as it will not be believed that these assertions could have been hazarded without your sanction or authority ; and, as a full explanation has now become as necessary to your character as to mine, I beg the favour of an explicit answer to two questions. Did you ever receive 1,000*l.* from me for a moiety of the Museum ? Did you write me a letter, saying you would not resign, but upon condition that your share of the Museum should become the property of your Nephews.

I am, Sir,

Your obedient servant,

(Signed) JOSEPH HENRY GREEN.

Sir A. Cooper to J. H. Green.

Sir,

In answer to your queries, I have to state, that I paid originally to Mr. Cline 1,000*l.*, for a moiety of the Museum at St. Thomas’s Hospital.

That on the death of Mr. Henry Cline, I was entitled, on the payment of 1,000*l.* more, to be possessed of the whole ; that this 1,000*l.* was paid either immediately by you, or through my hands, to Mr. Cline, senior, (for which I have his receipt and letter) which enabled me to put you in possession of the other moiety of the Museum ; thus it is clear that for this property I have never retained one shilling.*

With respect to the second question, I beg to refer you to Mr.

* In re-perusing this and the following letters, I cannot suppress my surprise that a professional man, whom we must suppose not uneducated, should, under any mist of passion have been capable of confounding two positions so palpably different, as the fact of having received 1,000*l.* from another, and the question, whether any ultimate profit had resulted to the receiver, on the whole transaction of which the receipt was a part. The former is not denied ;—the latter was never asserted. Sir Astley Cooper’s profits had been made by the use of the Museum, not by its *transfer*, and the profit of course ended with the resignation of his Lectureship.

Bransby Cooper, who informed me that he delivered to you the letter which I wrote, wherein I endeavoured to express my wish, that in the event of my resignation, my share of the Museum should become the property of Mr. Bransby Cooper and Mr. Key, to which he informed me you acceded and considered as proper.

I am,

Yours, &c. &c.

(Signed)

ASTLEY COOPER.

Nov. 7th, 1825.

J. H. Green to Sir A. Cooper.

Sir,

Nov. 7th, 1825.

The importance of the subject must be my apology for again troubling you, but as you have misunderstood the questions to which I have requested an answer, I have to beg the favour of a more explicit reply.

In answer to my first question, I did not wish to know whether you might have *retained* or paid away any money you received from me, but *whether you received 1,000l. from me for a moiety of the Museum?*

In the answer to my second question, it was my wish to have ascertained, not whether you wrote a letter, wherein *you endeavoured to express a wish, in the event of your resignation, but whether you wrote a letter to me, saying that you would not resign the Lectureship, but upon condition that your share of the Museum should become the property of your Nephews?*

Permit me to say, that an explicit answer to these simple questions is essential to your character and to mine.

I am, Sir, &c.

(Signed) J. H. GREEN.

Sir A. Cooper to J. H. Green.

Sir,

I thought my answer of yesterday had been sufficiently explicit, namely, that I had derived no pecuniary advantage from the Museum.

To the best of my recollection I desired you to pay over the 1,000*l.* to Mr. Cline, that you might be put in possession of half the Muscum, and this in friendship to you, because I conceived he would not take it from your hands, and you must remember my expressing surprise, when you told me that Mr. Cline did receive that money of you.

With respect to your second query, viz. "Whether you wrote a letter to me, saying, that you would not resign the Lectureship but upon condition that your share of the Muscum became the property of your Nephews."

I beg to say, that the purport of my letter to you was, that I would resign the Lectures if Mr. Key and Mr. Bransby Cooper had my share of the Muscum; you having acceded, through Mr. Bransby Cooper, to my wishes, my resignation was forwarded, but if this object had not been obtained, I would not have resigned.

I am,

Yours, &c. &c.

(Signed) ASTLEY COOPER.

Nov. 9th, 1825.

Were I to write five hundred letters, this must be their purport.

J. H. Green to Sir A. Cooper.

46, Lincoln's Inn Fields,

November 9th, 1825:

Sir,

You will excuse me, I hope, for pointing out that it is possible to give a more explicit reply to my questions than that contained in your favour of this morning.

Mr. Bransby Cooper has asserted, in direct opposition to my statement, that you never received, either directly or indirectly, 1,000*l.* from me for a moiety of the Muscum. As he must have asserted this on your authority, I therefore ask a question which may be answered with yes or no. Did you RECEIVE 1,000*l.* from me for a moiety of the Muscum?

This query relates only to one part of my comment on the second quotation from the Memorial of Mr. Key and Mr. Bransby

Cooper. But as you seem desirous to enter into a full explanation of the transaction, I would ask you if that comment does not contain a fair and true statement of that transaction? I enclose a copy of my reply to the Memorial of Mr. Key and Mr. Bransby Cooper, in order that you may refer to that particular part.

In answer to my second question, you state distinctly that you have written a letter, the purport of which was, that you would resign the lectures if Mr. Key and Mr. Bransby Cooper had your share of the Museum. Perhaps you would have the kindness to furnish me with the date of that letter, and to inform me whether the letter was sealed, whether you have retained a copy of so important a document, and whether my answer, upon which so much stress has been laid, was in writing?

I am, Sir, &c.

(Signed) J. H. GREEN.

Sir A. Cooper to J. H. Green.

Sir,

As a public answer will immediately appear to your Memorial, and to all the points in discussion between you and my Nephews, I shall decline any further private correspondence upon the subject.

I am,

Yours, &c. &c.

(Signed) ASTLEY COOPER.

November 11th, 1825.

(G.)

J. Morgan, Esq. to J. H. Green.

12, St. Thomas's Street,
Nov. 8th, 1825.

Dear Sir,

The letter to which you allude was not delivered to yourself in my presence, nor were any conditions relative to the Museum acceded to by you in my presence. That I have ever asserted the

contrary, is perfectly untruc. A letter from Sir Astley Cooper relative to the Muscum, I did sec, and was told by Mr. Bransby Cooper that you had acceded to its conditions.

I am, dear Sir,

Truly yours,

JOHN MORGAN.

(H.)

*Correspondence between C. Aston Key, Esq. and
J. H. Green.*

C. Aston Key to J. H. Green.

Dear Sir,

St. Helen's Place,

Sept. 2nd, 1825.

Am I distinctly to understand that you refuse to fulfil your engagement as to the disposal of Sir Astley Cooper's share of the Museum to Mr. Bransby Cooper and myself; as it was on the faith of this engagement that Sir Astley resigned, I should have conceived that you could have no hesitation on the subject.

As your long absence from town has occasioned so much delay, will you have the goodness to give me a speedy reply.

Very truly yours,

(Signed)

For BRANSBY COOPER and myself,

C. ASTON KEY.

J. H. Green to C. Aston Key.

Dear Sir,

Sept. 9th, 1825.

As you do not seem to be acquainted with Sir Astley Cooper's intention with regard to the Muscum, I beg to inform you that he proposes to give his moiety to Guy's Hospital.

Yours, &c.

(Signed)

J. H. GREEN.

C. Aston Key to J. H. Green.

St. Helen's Place, Sept. 9th.

Dear Sir,

As I am aware that you have given a refusal to an application made by Guy's Hospital for Sir Astley Cooper's share of the Museum, it will be evident to you that your letter does not contain an answer to the question proposed in my note, namely : whether you refuse to fulfil your engagement (on the faith of which engagement Sir Astley Cooper resigned) as to the disposal of Sir Astley's share of the Museum to Mr. Bransby Cooper and myself.

I am,

Yours truly,

(Signed) C. ASTON KEY.

J. H. Green to C. Aston Key.

Dear Sir,

Sept. 10th, 1825.

When I learn that Guy's Hospital has abandoned its claim, or that Sir Astley Cooper has altered his intentions with regard to the disposal of the disputed moiety of the Museum, and that his intentions are such as to give you the remotest plea for putting the question, which your letter contains, I shall be most happy to give you a full and explicit answer.

Yours &c.

(Signed) J. H. GREEN.

C. Aston Key to J. H. Green.

St. Helen's Place, Sept. 10th, 1825.

Dear Sir,

Sir Astley Cooper's intentions with regard to the disposal of his moiety of the Museum, have been directed with a view to the benefit of Bransby Cooper and myself; and our plea for putting the question to you is, your having consented to his share of the Museum becoming our joint property, on the faith of which engagement Sir Astley was induced to resign.

If our appeal to your feelings of honour on the subject be not sufficient to elicit an answer, we have no alternative but of waiting the result of a memorial we have presented to the Committee, requesting their interference in our behalf, and a copy of which we have directed to be forwarded to each individual member.

Yours very truly,

(Signed) C. ASTON KEY.

J. H. Green to C. A. Key.

46, *Lincoln's Inn Fields,*

Sept. 13th, 1825.

Dear Sir,

Sir Astley Cooper has never led me to suppose, that he entertained an opinion that I had violated my engagement made to him. If he should, I shall be perfectly ready to vindicate my conduct.

Courtesy has thus far induced me to reply to your letters, but as they refer only to a question at issue between Sir Astley Cooper and myself, you will excuse me for prolonging a correspondence, from which no useful object can be obtained.

Yours, &c.

(Signed) J. H. GREEN.

(I.)

Articles of Agreement between Henry Cline and Astley Cooper.

I.—It is hereby agreed, that Henry Cline and Astley Cooper shall give the usual courses of Anatomical and Surgical Lectures at St. Thomas's Hospital, jointly; and that the money received for such lectures shall be equally divided between them.

II.—All expenses incurred for conducting these lectures, shall be paid by both in equal proportions.

III.—The collection of Anatomical preparations, and prepara-

tions of morbid parts, together with all drawings illustrating the anatomy or diseases of parts, and also the apparatus used for the lectures, or teaching anatomy, possessed by Henry Cline, shall become the joint property of Henry Cline and Astley Cooper. Also all preparations, drawings, and apparatus of the same description, possessed by Astley Cooper, shall become the joint property of Henry Cline and Astley Cooper.

IV.—It being the intention that all the preparations, drawings, and apparatus, shall form one inseparable collection, it is therefore hereby further agreed, that the survivor of either shall become possessed of the entire collection, immediately on the death of the other. If Henry Cline should be the survivor, he hereby binds himself to pay to the executors or administrators of Sir Astley Cooper, one thousand pounds, within twelve months after the decease of Astley Cooper. And if Astley Cooper is the survivor of Henry Cline, then he hereby binds himself to pay to the executors or administrators of Henry Cline, one thousand pounds, within twelve months after the decease of Henry Cline, such payment being considered and agreed to be a full compensation for the entire possession of the whole collection.

V:—If either Henry Cline or Astley Cooper should die during a course of lectures, all the money that has been received before such death, shall be equally divided between the survivor and representative of the deceased, after the expenses of such course of Lectures have been deducted.

VI.—If either should become incapable of executing his part of the Lectures during two courses, and without a reasonable probability of being able to take his share of the labour of lecturing in the following winter, then a separation shall take place upon the same terms as if the one who was so incapacitated had absolutely died.

VII.—Whatever additions may be made to the collection of preparations during the partnership, hereby agreed to, or whatever diminution may accidentally happen, shall make no alteration in this agreement, for the survivor shall take the whole collection, be it greater or less, upon the terms before mentioned.

(Signed)

HENRY CLINE.

ASTLEY COOPER.

London, August 3rd, 1803.

Articles of Agreement between Astley Cooper and Henry Cline, Junior.

I.—It is agreed, that Astley Cooper, and Henry Cline, junior, shall give the usual courses of Anatomical and Surgical Lectures, at Saint Thomas's Hospital, jointly, and that the money received for such lectures shall be equally divided between them.

II.—All expenses incurred for conducting these Lectures shall be paid by Astley Cooper, and Henry Cline, junior, in equal proportions.

III.—The collection of Anatomical preparations at Saint Thomas's Hospital, together with all drawings, illustrating the anatomy and diseases of parts, and also the apparatus used for the lectures or teaching anatomy, shall become the joint property of Astley Cooper and Henry Cline, junior. Also all preparations, drawings, and apparatus of the same description, the property of Astley Cooper, or Henry Cline, junior, shall become the joint property of Astley Cooper and Henry Cline, junior.

IV.—It being the intention, that all the preparations, drawings, and apparatus, shall form an inseparable collection—It is therefore hereby further agreed, that the survivor shall become possessed of the entire collection, immediately on the death of the other. If Astley Cooper should be the survivor, he hereby binds himself to pay to the executors or administrators of Henry Cline, junior, the sum of one thousand pounds, within twelve months after the decease of Henry Cline, junior. And if Henry Cline, junior, should be the survivor, then he binds himself to pay to the executors or administrators of Astley Cooper, the sum of one thousand pounds, within twelve months after the decease of Astley Cooper. Such payment being considered and agreed to be a full compensation for the entire possession of the whole collection.

V.—The firm of the lectures shall be that of Cooper and Cline.

VI.—Astley Cooper being the senior teacher, shall have his choice of the subjects of those lectures, which Henry Cline, senior, has given.

VII.—If Astley Cooper, or Henry Cline, junior, should die during a course of lectures, all the money that has been received for

that course before such death, shall be divided equally between the survivor and representative of the deceased, after the expenses of such course of lectures have been deducted.

IX.—If either of the parties should become incapable of executing his part of the lectures during two courses, and without a reasonable probability of being able to take his share of the labour of lecturing in the succeeding course, then a separation shall take place upon the same terms, as if the one who was so incapacitated had actually died.

X.—Whatever additions may be made to the collection of preparations during the partnership hereby agreed to, or whatever diminution may accidentally happen, shall make no alteration in this agreement, for the survivor shall take the whole collection, be it greater or less, upon the terms before mentioned.

XI.—This agreement does not apply to the course of Lectures on Surgery, given by Astley Cooper at St. Thomas's Hospital, or elsewhere, on Monday and Wednesday evenings in the winter and spring. Excepting that no partner or assistant shall be taken by Astley Cooper to give the said Surgical Lectures, without the written consent of Henry Cline, junior, unless the said partner or assistant be a relative of Astley Cooper.

XII.—To preserve the collection of preparations entire, it is hereby further agreed, that if either or both of the parties to this agreement, should be prevented from teaching anatomy within the walls of St. Thomas's Hospital, then the whole collection shall be removed to some convenient place, where the lectures can be given jointly by Astley Cooper and Henry Cline, junior.

(Signed) ASTLEY COOPER.
 HENRY CLINE, JUN.

Nov. 17th, 1811.

THE END.

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